



# **Endava Supplier Code of Conduct**

**Endava PLC | August 2025**

***Endava means Endava PLC and all its subsidiaries. Endava PLC is a UK registered company listed on the New York Stock Exchange.***

*Endava is committed to ensuring that its supply chain is robust and compliant with all applicable laws. We therefore require all our Suppliers to sign up to Endava's Supplier Code of Conduct which defines the basic requirements and responsibilities for all our Suppliers.*

## **1.1 INTRODUCTION**

Endava is committed to its values of being thoughtful, open, adaptable, smart, and trusted and seeks to implement these values in the way we operate with our staff, clients and Suppliers. As such Endava requires that all our Suppliers (including but not limited to our vendors, agents, contractors, consultants, intermediaries and third-party service providers) also adhere to these values.

Endava recognizes the importance of procurement's role in managing social and environmental concerns. Endava is reporting its Scope 1, 2 and 3 greenhouse gas emissions and in 2022 committed to set emission reduction targets in line with Science Based Targets initiative (SBTi) criteria.

We are keen to work with Suppliers who are "open" and "trusted", who respect and take seriously Endava's values, and who observe the highest ethical standards, comply with all applicable laws and meet the requirements established in this Supplier Code of Conduct (the "**Supplier Code**").

This Supplier Code applies to Suppliers, their subsidiaries, subcontractors, and agents who provide goods or services to Endava. Endava requires all Suppliers to ensure that their supply chains comply with and respect all applicable laws observing the highest ethical standards and consequently adhere to the standards set out in this Supplier Code.

## **1.2 GENERAL PRINCIPLES**

Endava celebrates the fact that working sustainably, respecting human rights, and operating with the highest standards of ethical conduct and professional integrity improve long-term business performance. We are dedicated to these principles and require our Suppliers to share our commitment by complying with the obligations set out in this Supplier Code. The specific requirements we have set out should be seen as a minimum standard and we encourage all our Suppliers to go beyond these standards, particularly where they operate in geographies where local laws and regulations are arbitrarily enforced.

## 1.3 SUPPLIER CONDUCT

### 1.3.1. COMPLIANCE WITH LOCAL LAW AND REGULATION

#### Compliance with laws and regulations

Suppliers shall comply with all relevant laws, regulations, and standards in the countries in which they operate, including on personal data and IT security protection requirements. Suppliers will inform Endava in up to 48 hours of any personal data or IT security breach, unless otherwise contractually agreed. Where the applicable laws and Supplier Code address the same subject and are not in conflict, the highest standard shall apply. Should any of the Supplier Code requirements conflict with any applicable laws, the highest standards consistent with applicable local laws shall apply.

#### Compliance with international sanctions

Suppliers shall comply with all applicable international sanctions being enacted, including, but not limited to those sanctions enacted and/or maintained by: the United Nations sanctions regulations administered by the United Nations Security Council, the European Union or any member state thereof, the United Kingdom including those sanctions administered by Her Majesty Treasury's Office of Financial Sanctions Implementation (OFSI) and the Department for Business and Trade's Office of Trade Sanctions Implementation (OTSI), the United States sanctions administered by the United States Treasury Department's Office of Foreign Assets Control (OFAC) and/or the United States Department of State (collectively "Sanctions Laws"). Suppliers must ensure that neither they nor their subcontractors or agents are listed on any sanctions lists nor engage in transactions with sanctioned entities or individuals. Any breach of applicable Sanctions Laws may result in the immediate termination of the business relationship with Endava.

### 1.3.2. BRIBERY AND CORRUPTION

Endava does not permit any form of corruption or bribery within its supply chain and strictly prohibits corruption, bribery, kickbacks, fraud, theft, extortion and embezzlement of any kind. All Suppliers **must** comply with all applicable anti-bribery laws and maintain accurate books and records that correctly reflect their transactions and contain no false or misleading information. Suppliers shall not give to, offer to give to, request from, or agree to accept money or anything of value from anyone be it directly or indirectly through another party, to gain an improper advantage whether related to the goods and services provided to Endava or not. Suppliers should uphold the highest standards in regard to anti-bribery and corruption and are expected to maintain their own anti-bribery compliance program to identify, prevent and deter wrongdoing or possible violations of law.

### 1.3.3. GIFTS AND HOSPITALITY

Suppliers will not, directly or indirectly, offer gifts, hospitality or other benefits to Endava employees or representatives with the intent to improperly influence or induce them. They

will not offer to Endava employees or representatives any gifts or hospitality, regardless of value, during contract negotiation, bidding, tender, or award processes.

#### **1.3.4. MONEY LAUNDERING**

Suppliers shall firmly oppose all forms of money laundering and take all reasonable steps to prevent financial transactions from being used by others to launder money. Suppliers shall notify the relevant local government authority if it becomes aware of any such transactions.

#### **1.3.5. UNFAIR BUSINESS PRACTICES**

Suppliers shall not violate or conspire to be part of any violation of competition laws. Suppliers will uphold fair business, advertising and competition standards and shall notify the Competition Markets Authority in the UK (or relevant local government authority) if they believe competition law has been broken or there is a concern that there is problem in the market sector.

#### **1.3.6. CONFLICTS OF INTEREST**

A “**Conflict of Interest**” means any circumstance, potential, actual, or perceived, that might cause a party to prioritize their financial or personal interests or might cause that party to be biased in their business judgments, decisions, or actions. Suppliers must avoid any Conflict of Interest when doing business with Endava and shall further report any Conflict of Interest that may be relevant to Endava.

#### **1.3.7. HUMAN RIGHTS AND MODERN SLAVERY**

Suppliers shall respect and promote universal human rights as stated in the United Nations Universal Declaration of Human Rights. Suppliers shall not support or aid in any human rights abuses of any kind and will respect the personal dignity, privacy and rights of individuals at all times and shall not tolerate any unacceptable treatment of employees, such as but not limited to mental cruelty, physical abuse, mistreatment of persons with disabilities, slavery and sexual harassment.

Suppliers shall ensure the work relationship between their worker and Supplier is:

- freely chosen, inclusive and free from threats, intimidation, harassment, abusive conduct or coercion;
- not using any form of forced labour, debt bondage, slavery or trafficking of persons, or involuntary servitude and compulsory labour;
- based on compliance with applicable laws and regulations on employment relations, including pay, benefits, working hours, health and safety, and the rights of individuals to join trade unions and participate in collective bargaining;
- governed by written policies and procedures relating to anti-slavery and human trafficking, human rights, ethical trading and whistleblowing;
- providing employees and third parties with access to adequate reporting channels to seek advice or raise ethical concerns without fear of retaliation, including

opportunities for anonymous reporting;

- providing for trainings and actions aimed at acknowledging this code, respectively at preventing, detecting and correcting the breach of the above Supplier undertakings.

Suppliers shall not use employees, agents or subcontractors who supply goods or services on their behalf that have been investigated under any other legislation relating to modern slavery and human trafficking or human rights generally.

Suppliers shall not require employees to surrender any government-issued identification, passports, or work permits as a condition of employment.

### **1.3.8. CHILD LABOUR**

Suppliers shall not use child labour. Where the applicable laws do not establish the minimum legal age for employment, a “child” means any person younger than 15 years of age. This minimum employment age is laid down in several conventions of the International Labour Organization (ILO).

### **1.3.9. EMPLOYMENT CONDITIONS**

The employees of all Suppliers shall have an employment contract that defines the terms and conditions of their employment. Subject to local legal requirements, the contract, at a minimum, will provide fair remuneration at the applicable national statutory minimum wage and comply with the maximum number of working hours laid out in the applicable laws. Further, employees will be treated with respect and dignity. Physical, psychological, or verbal abuse, harassment, threats, or other forms of intimidation are strictly prohibited. Suppliers shall provide appropriate facilities and amenities, including employee accommodation where applicable, which is hygienic, secure, safe and meet the basic needs of employees.

### **1.3.10. NON-DISCRIMINATION**

Suppliers shall provide a workplace that is free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination based on any ground including class, age, race, colour, ethnicity, indigenous status, national origin, gender, gender identity or expression, sexual orientation, disability, pregnancy, medical condition, religion, social origin or status, political affiliation, trade or union membership, or marital or veteran status in hiring or employment practices, such as promotions, rewards, and access to training.

### **1.3.11. OPEN AND HONEST ENGAGEMENT**

Suppliers shall support open and honest engagement between employees and management without fear of retaliation, reprisal, intimidation, or harassment and recognise, as far as legally possible, the right of free association of employees. We encourage all our Suppliers to reach out to our Group Head of Integrity at [head.integrity@endava.com](mailto:head.integrity@endava.com) with any questions you may have or if you have serious concerns around any suspicion, offence or improper conduct and wish to report this.

### **1.3.12.HEALTH AND SAFETY**

In accordance with international standards and national laws and regulations, Suppliers will provide a healthy and safe working environment. Health and safety obligations will be applied to parties under the Supplier's control, including employees and contractors working on the Supplier's premises.

### **1.3.13.ACCIDENT AND EMERGENCY READINESS**

Suppliers shall maintain systems to prepare for and respond to global crisis, accidents, health problems, and emergencies. Suppliers shall have robust plans to ensure limited disruption to services provided to Endava.

### **1.3.14.FACILITATION OF TAX EVASION**

Endava is committed to preventing the facilitation of tax evasion by associated individuals or businesses anywhere within its operation. Endava conducts all business in an honest and ethical manner. It is not acceptable for any Supplier to engage in any form of facilitating tax evasion and suppliers must avoid any activity that might lead to or suggest facilitation of tax evasion.

### **1.3.15.ENVIRONMENT AND POLLUTION PREVENTION**

Suppliers shall act in accordance with standards regarding environmental protection applicable to their respective industry and will adhere to applicable environmental laws to ensure responsible practices. Suppliers shall obtain, and adhere to, all necessary permits and strive for the implementation of an environmental management system based on international standards, such as ISO 14001.

Suppliers will endeavour to minimize, or strive to avoid, hazardous air emissions, energy consumption and CO<sub>2</sub> emissions and measure their Scope 1 and 2 emissions and set emission reduction targets.

Suppliers will endeavour to limit the use of materials and resources when sourcing or producing goods to minimize their environmental impact.

Suppliers will endeavour to have in place policies and practices to increase the use of reusable and recycled materials in their supply chain.

In countries where legislation is less developed or unenforced, Suppliers will strive to minimize environmental pollution. Innovative developments in products and services that offer environmental and social benefits, and the use of environmentally friendly technologies should be supported.

### **1.3.16.CONFLICT MATERIALS**

Endava is against the use of conflict materials within its supply chain. Suppliers shall take all reasonable steps to avoid the use of conflict materials in the products and services provided to Endava.



### **1.3.17. MONITORING AND SOCIAL, ENVIROMENTAL, COMPLIANCE AUDITS**

Suppliers shall provide on-demand information requested by Endava and inform Endava without any delay, when it knows or has reason to know, of any failure to comply with the principles set in this Supplier Code. Endava and/or its authorized representative are entitled to conduct monitoring activities relating to Suppliers. This includes a right for Endava and/or its authorized representative to perform audits including on-site inspections and/ or questionnaires. At the request of Endava, the Supplier shall inform Endava of the measures adopted to ensure compliance with the principles set in this Supplier Code.